

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

HERTZ EQUIPMENT RENTAL COMPANY, a
Delaware corporation,

Plaintiff,

v.

RAMON USEDA, FRED KICENSKI, and DOES
1 through 20,

Defendants.

Case No.: 3:10-cv-4953-WHA

**STIPULATED PERMANENT INJUNCTION
AS TO DEFENDANT RAMON USEDA;
~~PROPOSED~~ ORDER**

Date of Filing: November 2, 2010
Trial Date: None set

1 Pursuant to Local Rules 6-2 and 7-12, and Fed. R. Civ. P. 65(d), Plaintiff Hertz Equipment
2 Rental Corporation ("HERC"), by and through its counsel, and Defendant Ramon Useda hereby
3 stipulate and request that the Court enter an order as follows:

4 WHEREAS, on November 9, 2010, the Court entered the Stipulated Preliminary Injunction as
5 to Defendant Ramon Useda (the "November 9, 2010 Order"), the terms of which were stipulated to
6 by HERC and Useda;

7 WHEREAS, Mr. Useda and HERC now wish to resolve this matter by, among other things,
8 having the Court enter a permanent injunction against Mr. Useda;

9 WHEREAS, Mr. Useda and HERC also have entered into a Settlement Agreement.

10 NOW, THEREFORE, USED A AND HERC STIPULATE and agree that Defendant Ramon
11 Useda shall be and hereby is enjoined and restrained from directly or indirectly doing any and all of
12 the following for the period from the Court's entry of this Stipulated Permanent Injunction until
13 December 31, 2015:

14 Using or disclosing his knowledge of either (i) any price that any HERC
15 customer pays to HERC, or (ii) the requirements and/or business practices
16 of any HERC customer in its dealings with HERC, except to the extent
17 that Useda's knowledge of any such price information or customer
18 information was provided to Useda by the HERC customer after Useda
19 left HERC on September 24, 2010.

20 USED A AND HERC FURTHER STIPULATE and agree that Defendant Ramon Useda shall
21 be and hereby is permanently enjoined and restrained from directly or indirectly otherwise violating
22 the terms of his confidentiality agreement with HERC, entitled Hertz Information Security Statement
23 and Confidentiality Agreement for Hertz Employees and dated January 26, 2006.

24 USED A AND HERC FURTHER STIPULATE and agree that the process for resolving
25 disputes as to whether any of the foregoing terms of this Stipulated Permanent Injunction and Order
26 have been violated shall be governed by Paragraph 4 of the above-referenced Settlement Agreement,
27 which provides:
28

1 In the event that HERC reasonably suspects Useda has violated the Stipulated
2 Permanent Injunction and Order referenced in paragraph 2, above, HERC shall,
3 through its counsel, attempt to meet and confer with Useda, before pursuing court
4 action, by notifying Useda in writing of any suspected violation and inviting Useda to
5 respond. Nothing in this Agreement shall be construed to preclude HERC from
6 pursuing relief in the Court after the expiration of the above-referenced 3-business-
7 day notice and meet-and-confer period.

8
9 USED A AND HERC FURTHER STIPULATE and agree that the Court shall retain
10 jurisdiction over the enforcement of the terms of the above-referenced Settlement Agreement for a
11 period of three years.

12 USED A AND HERC FURTHER AGREE AND STIPULATE that this Stipulated Permanent
13 Injunction and Order shall supersede and take precedence over the Court's November 9, 2010 Order.

14 IT IS SO STIPULATED.

15 DATED: January 7, 2011

NIXON PEABODY LLP

16 By: /s/ Charles M. Dyke
17 Charles M. Dyke
18 Attorneys for Plaintiff
19 HERTZ EQUIPMENT RENTAL
20 CORPORATION

21 DATED: January 7, 2011

22 /s/ Ramon Useda
23 Ramon Useda

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25 Dated: January 11, 2011.

26 William H. Alsup
27 Hon. William H. Alsup
28 United States District Judge